

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

October 15, 2020 – 6:00 p.m.

Learning Community Center of North Omaha, 1612 N. 24th Street
Omaha, NE

1. Call Meeting to Order/Pledge of Allegiance
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Approval of Council Minutes – September 10, 2020
5. Reports
 - a) Chair
 - b) Treasurer
 - i. **Action Item:** Accept Treasurer's Report dated September 30, 2020
 - c) Chief Executive Officer
 - d) LC Foundation
 - e) Legal Counsel
6. Public Comment
7. Learning Community Programming Update
 - a) Centers
 - b) Superintendents' Plan
 - c) District Initiatives
8. Subcommittee Reports
 - a) Elementary Learning and Diversity Subcommittee
 - i. Evaluation of Superintendents' Plan
 - b) Budget, Finance & Audit Subcommittee

c) Legislative Subcommittee

- i. **Action Item:** Upon recommendation of the Legislative Subcommittee, motion that Kent Rogert of Jensen Rogert Associates be retained as a registered lobbyist of the Learning Community of Douglas and Sarpy Counties for a fee of \$28,500.00 for period November 1, 2020 to October 31, 2021 and \$29,000.00 for period November 1, 2021 to October 31, 2022.

8. New Business

a) GOALS Presentation

10. Next Council Meeting –

November 19, 2020, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

11. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	November 19, 2020, Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

DOCUMENTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated September 10, 2020
- Treasurer's Report dated September 30, 2020
- Kent Rogert's Recommendation and Contract

Closed Sessions: Any agenda time, or portion thereof, may be discussed in closed session where permitted by law. The public is hereby notified that the Council may come in and out of closed session during the meeting. Members of the public who exit the room during closed session may remain outside the meeting room and rejoin the meeting when the Council returns to open session.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
LEARNING COMMUNITY COORDINATING COUNCIL SPECIAL MEETING
(PUBLIC HEARING) Minutes

September 10, 2020 — 5:00 p.m.

Learning Community Center of North Omaha, 1612 N. 24th Street Omaha, NE

A public hearing of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on September 10, 2020, at the Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on September 3, 2020. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on September 4, 2020.

- 1 . Call Meeting to Order. The meeting was convened and called to order by Chair Kelley at 5:10 p.m. and began with recitation of the Pledge of Allegiance.
2. Public Notice & Compliance with Open Meetings Act. Chair Kelley announced that the Nebraska Open Meetings Act was posted at the entrance to the room and that copies of materials being reviewed by the Council were available to the public.
3. Public Hearing on the Proposed 2020-2021 Budget for the Learning Community of Douglas and Sarpy Counties. A presentation was provided by Bradley Ekwerekwu.
4. Public Comment on Presented Budget - None
5. Next Council Meeting — September 10, 2020, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street Omaha, NE
6. Adjournment — 5:25 p.m.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
LEARNING COMMUNITY COORDINATING COUNCIL SPECIAL MEETING
(PUBLIC HEARING) Minutes

September 10, 2020 — 5:15 p.m.

Learning Community Center of North Omaha, 1612 N. 24th Street Omaha, NE

A public hearing of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on September 10, 2020, at the Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on September 3, 2020. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on September 4, 2020.

1. Call Meeting to Order. The meeting was convened and called to order by Chair Kelley at 5:26 p.m. and began with recitation of the Pledge of Allegiance.
2. Public Notice & Compliance with Open Meetings Act. Chair Kelley announced that the Nebraska Open Meetings Act was posted at the entrance to the room and that copies of materials being reviewed by the Council were available to the public.
3. Public Hearing on the Property Tax Requirements for the Learning Community of Douglas and Sarpy Counties for the 2020-2021 Fiscal Year. A presentation was provided by Bradley Ekwerekwu.
4. Public Comment on Presented Levies -None
5. Next Council Meeting — September 10, 2020, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street Omaha, NE
6. Adjournment — 5:39 p.m.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

September 10, 2020

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held September 10, 2020, at the Learning Community Center of North Omaha, 1612 N. 24 Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on September 3, 2020. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on September 4, 2020.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kelley at 6:02 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Kelley announced that the Nebraska Open Meetings Act was posted at the room entrance and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Hager, Hahn, Hoeger, Jackson, Thommes, Ward, Williams, Woodward, Kelley

Voting Members Excused: Avery

Members Absent: Kozel, Martinez-Real

Staff Present: Ekwerekwu, Franklin, Parker, Pierce

Also Present: Koley Jessen P.C.; BECI

4. **Approval of Minutes.** Chair Kelley presented the amended Council minutes from the August 6, 2020 public meeting of the Council. Motion by Mr. Hager, seconded by Ms. Woodward, to approve the amended minutes of the Council meeting held on August 6, 2020. Yeas: Hager, Hahn, Hoeger, Jackson, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

5. **Reports**

- a) Chair – Chair Kelley clarified the Learning Community was reimbursed by the LC Foundation for the purchase of diapers, wipes, and formula.

b) Treasurer

- i. Motion by Mr. Hoeger, seconded by Ms. Hahn to accept the Treasurer’s reports dated July 31, 2020 and August 31, 2020. Discussion took place. Yeas: Hager, Hahn,

Hoeger, Thommes, Williams, Woodward, Kelley. Abstain: Jackson. Nays: Ward. **Motion carried.**

- ii. Motion by Ms. Hahn, seconded by Mr. Hager, to accept the Fourth Quarter Budget to Actual report. Discussion took place. Yeas: Hager, Hahn, Hoeger, Thommes, Williams, Woodward, Kelley. Abstain: Jackson. Nays: Ward. **Motion carried.**
 - c) Chief Executive Officer – Dr. Ekwerekwu welcomed new Council Member Clarice Jackson and spoke briefly about those affected by pandemic.
 - d) LC Foundation – Ms. Hahn gave a report on the status of the \$62,000 that was donated for diapers, wipes, and formula.
 - e) Legal Counsel – No Report.
6. Public Comment – None
7. Learning Community Programming Update
- a) Centers – Ms. Franklin and Ms. Parker provided a report.
 - b) Superintendents’ Plan – BECI a provided report and information about the upcoming Metro Community College Pilot Program.
 - c) District Initiatives – No Report.
8. Subcommittee Reports
- a) Elementary Learning and Diversity Subcommittee – Dr. Williams reported about two upcoming meetings to review the evaluations of the Superintendents’ Plan (BECI) and District Initiatives (Munroe Meyer).
 - b) Budget, Finance & Audit Subcommittee
 - i. **Action Items: 2020-2021 Budget**
 - 1. Motion by Mr. Hoeger, seconded by Mr. Hager, upon recommendation of the Budget, Finance & Audit Subcommittee, that the Coordinating Council approve the General Fund Budget for 2020-2021 fiscal year in the amount of \$594,750, calling for a total property tax requirement of \$0; approve the Capital Projects Fund Budget for the 2020-2021 fiscal year in the amount of \$854,000, calling for a property tax requirement of \$851,487.68, plus a 1% County Treasurer Collection Fee of \$8,600.88 for a total property tax requirement of \$860,088.56; approve the Elementary Learning Center Fund Budget for the 2020-2021 fiscal year in the amount of \$8,366,622 calling for a property tax requirement of \$10,217,851.88 plus a 1% County Treasurer Collection Fee of \$103,210.63 for a total property tax requirement

of \$10,321,062.51; and approve the Research & Evaluation Fund Budget for the 2020-2021 fiscal year in the amount of \$700,424, calling for a total property tax requirement of \$0. Discussion took place. Yeas: Hager, Hahn, Hoeger, Thommes, Williams, Woodward, Kelley. Abstain: Jackson. Nays: Ward. **Motion carried.**

ii. **Action Item:** 2020 Tax Year Levy Resolutions

Motion by Mr. Hoeger, seconded by Dr. Williams, upon recommendation of the Budget, Finance & Audit Subcommittee, to adopt the following resolutions:

WHEREAS, Nebraska Revised Statute § 77-1601.02 provides that the Coordinating Council, as the governing body of the Learning Community of Douglas and Sarpy Counties (the "Learning Community"), passes by majority vote a resolution setting the Learning Community's tax requests for its Capital Projects Levy and Elementary Learning Center Levy after holding a public hearing for the purpose of discussing and approving or modifying the Learning Community's tax requests for the 2020-2021 fiscal year;

WHEREAS, such special public hearing was held on September 10, 2020 as required by law to receive and consider public comments regarding the proposed property tax requests of the Learning Community's Capital Projects Levy and Elementary Learning Center Levy, notice of the special public hearing having been given in accordance with Nebraska Revised Statute § 77-1601.02;

WHEREAS, the total assessed value of the property differs from the previous year's total assessed value by 7%; the tax rate which would levy the same amount of property taxes as the previous year, when multiplied by the new total assessed value of property would be \$0.014947 per \$100 of assessed value; the Learning Community proposes to adopt a property tax requests that will cause its tax rate to be \$0.016250 per \$100 of assessed value for the 2020-2021 fiscal year;

WHEREAS, based on the proposed property tax request and changes in other revenue, the total operating budget of Learning Community will be less than last year's; and

WHEREAS, the Coordinating Council, after having reviewed the Learning Community's tax requests for each said levy, and after public consideration of the matter, has determined that the tax requests as listed below are necessary in order to carry out the functions of the Learning Community, as determined by the Coordinating Council for the 2020-2021 fiscal year.

BE IT RESOLVED that the Coordinating Council of the Learning Community hereby sets its Capital Projects Levy property tax request for the 2020-2021 fiscal year at 775,123.22; and

BE IT RESOLVED that the Coordinating Council of the Learning Community hereby sets its Elementary Learning Centers Levy property tax request for the

2020-2021 fiscal year at \$11,181,151.07.

BE IT FURTHER RESOLVED that a copy of this Resolution be certified and forwarded to the Douglas County Clerk on or before October 12, 2020.

Discussion took place. Yeas: Hager, Hahn, Hoeger, Thommes, Williams, Woodward, Kelley.
Abstain: Jackson. Nays: Ward. **Motion carried.**

c) Legislative Subcommittee – Mr. Hager provided a report.

9. New Business - None

10. Next Council Meeting –

October 15, 2020 Learning Community Center of North Omaha, 1612 N. 24th Street,
Omaha, NE

11. Adjournment – Meeting was adjourned with unanimous approval at 7:57 p.m.

Documents provided were as follows, copies of which will be made a permanent part of the record of the meeting:

- LCCC Minutes dated August 6, 2020
- Treasurer's Report dated July 31, 2020 and August 31, 2020
- Fourth Quarter Budget to Actual Report 2019-2020

Carol Hahn – Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY
Treasurer's Report - Purchase Journal
For the Period From Sep 1, 2020 to Sep 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
1328	9/1/20	El Mero Mero Inc	092020	Lease - September	3,200.00		
1328	9/1/20	El Mero Mero Inc	092020	Utilities	2,823.19		
1328	9/1/20	El Mero Mero Inc	092020	El Mero Mero Inc		6,023.19	Paid In Full
1329	9/1/20	HELP Foundation of Omaha	092020	Lease - South Omaha Center	12,181.38		
1329	9/1/20	HELP Foundation of Omaha	092020	HELP Foundation of Omaha		12,181.38	Paid In Full
1330	9/1/20	Lund Company	092020	Lease payment	52,212.61		
1330	9/1/20	Lund Company	092020	Lund Company		52,212.61	Paid In Full
3718	9/14/20	Buffett Early Childhood Institute	SupECPlan Eval	Superintendents EC Education plan	18,666.66		
3718	9/14/20	Buffett Early Childhood Institute	SupECPlan Eval	Buffett Early Childhood Institute		18,666.66	Paid In Full
3719	9/14/20	UNMC	ELC Eval 9/20	Sept. ELC Evaluation	35,760.33		
3719	9/14/20	UNMC	ELC Eval 9/20	UNMC		35,760.33	Paid In Full
4822	8/27/20	InfiNet Solutions, Inc.	56910IS1	Laptop Council Operations Manager	989.00		
4822	8/27/20	InfiNet Solutions, Inc.		Laptop/desktop Parent University	2,777.00		
4822	8/27/20	InfiNet Solutions, Inc.		InfiNet Solutions, Inc.		3,766.00	Paid In Full
4823	9/1/20	Jensen Rogert Associates, Inc.	2020-09	September 2020	2,375.00		
4823	9/1/20	Jensen Rogert Associates, Inc.	2020-09	Jensen Rogert Associates, Inc.		2,375.00	Paid In Full
4824	8/31/20	One World Community Health Centers, Inc	3935-IN	ELS Salary reimbursement August 2020	7,522.73		
4824	8/31/20	One World Community Health Centers, Inc	3934-IN	LCC North reimbursement	883.02		
4824	9/1/20	One World Community Health Centers, Inc	3932-IN	September 2020 South Center Expenses	131,616.67		
4824	9/4/20	One World Community Health Centers, Inc	3932-IN	One World Community Health Centers, Inc		140,022.42	Paid In Full
4825	9/1/20	Buffett Early Childhood Institute	09/20 Sup EC plan	Monthly payment	110,507.08		
4825	9/1/20	Buffett Early Childhood Institute	09/20 Sup EC plan	Buffett Early Childhood Institute		110,507.08	Paid In Full
4826	8/31/20	Culligan of Omaha	984606	Water & Equipment	29.75		
4826	9/4/20	Culligan of Omaha	984606	Water & Equipment		29.75	Paid in Full
4827	8/31/20	The Daily Record	129097	7/16/20 Council Meeting	17.30		
4827	9/4/20	The Daily Record	129097	The Daily Record		17.30	Paid in Full
4828	9/1/20	InfiNet Solutions, Inc.	56967IS1	Monthly Managed Services	1,619.00		
4828	9/1/20	InfiNet Solutions, Inc.	56967IS1	InfiNet Solutions, Inc.		1,619.00	Paid In Full
4829	9/1/20	Pay-LESS Office Products, Inc.	3202794-0	Supplies	49.47		
4829	9/1/20	Pay-LESS Office Products, Inc.	3202794-0	Pay-LESS Office Products, Inc.		49.47	Paid In Full
4829	9/1/20	Pay-LESS Office Products, Inc.	3202794-1	Supplies	37.01		
4829	9/1/20	Pay-LESS Office Products, Inc.	3202794-1	Pay-LESS Office Products, Inc.		37.01	Paid In Full
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-0	Supplies	166.85		
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-0	Pay-LESS Office Products, Inc.		166.85	Paid In Full
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-1	Supplies	14.49		
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-1	Pay-LESS Office Products, Inc.		14.49	Paid In Full
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-2	Supplies	10.49		

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report - Purchase Journal For the Period From Sep 1, 2020 to Sep 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
4829	9/1/20	Pay-LESS Office Products, Inc.	3202835-2	Pay-LESS Office Products, Inc.		10.49	Paid In Full
4830	9/1/20	Philadelphia Insurance Companies	2001905396	Premium payment	483.33		
4830	9/1/20	Philadelphia Insurance Companies	2001905396	Philadelphia Insurance Companies		483.33	Paid In Full
4831	9/3/20	Regal Printing	70845	Business Cards, Pierce, Ekwerekwu & Jackson	196.50		
4831	9/3/20	Regal Printing	70845	Regal Printing		196.50	Paid In Full
4832	9/1/20	VSP	810195961	September 2020	113.10		
4832	9/1/20	VSP	810195961	VSP		113.10	Paid In Full
4833	9/1/20	Blue Cross Blue Shield of Nebraska	92020	Admin health/dental	3,830.28		
4833	9/1/20	Blue Cross Blue Shield of Nebraska	92020	ELC health/dental	2,253.12		
4833	9/1/20	Blue Cross Blue Shield of Nebraska	92020	LCCNO health/dental	751.04		
4833	9/1/20	Blue Cross Blue Shield of Nebraska	92020	LCCC woodward	751.04		
4833	9/1/20	Blue Cross Blue Shield of Nebraska	92020	Blue Cross Blue Shield of Nebraska		7,585.48	Paid In Full
4834	9/14/20	City of Omaha	191846	Librarian - August payroll/benefits	2,742.63		
4834	9/14/20	City of Omaha	191846	City of Omaha		2,742.63	Paid In Full
4835	9/10/20	Douglas County West School District	092020	September 2020	10,608.64		
4835	9/10/20	Douglas County West School District	092020	Douglas County West School District		10,608.64	Paid In Full
4836	9/8/20	Koley Jessen	389255	General	1,758.00		
4836	9/8/20	Koley Jessen	389255	Koley Jessen		1,758.00	Paid In Full
4836	9/8/20	Koley Jessen	389256	ELC Contracts	1,664.00		
4836	9/8/20	Koley Jessen	389256	Koley Jessen		1,664.00	Paid In Full
4836	9/8/20	Koley Jessen	389257	Personnel Matters	792.00		
4836	9/8/20	Koley Jessen	389257	Koley Jessen		792.00	Paid In Full
4836	9/8/20	Koley Jessen	389259	Open Meetings Act Matters	180.00		
4836	9/8/20	Koley Jessen	389259	Koley Jessen		180.00	Paid In Full
4837	9/8/20	United Way of the Midlands	092020	Grade Level Reading Agreement	25,000.00		
4837	9/8/20	United Way of the Midlands	092020	United Way of the Midlands		25,000.00	Paid In Full
4838	9/1/20	Accident Fund	09262020	Workcomp premium	767.25		
4838	9/1/20	Accident Fund	09262020	Accident Fund		767.25	Paid In Full
4839	9/14/20	AxisPlus Benefits	4897	August 2020 fees	28.00		
4839	9/14/20	AxisPlus Benefits	4897	AxisPlus Benefits		28.00	Paid In Full
4840	9/17/20	Control Yours	5612	Website subscription	175.00		
4840	9/17/20	Control Yours	5612	Control Yours		175.00	Paid In Full
4841	9/3/20	The Daily Record	1030354	Budget/Levy hearing	111.50		
4841	9/3/20	The Daily Record	1030354	The Daily Record		111.50	Paid In Full
4841	9/3/20	The Daily Record	130353	Council Meeting	19.10		
4841	9/3/20	The Daily Record	130353	The Daily Record		19.10	Paid In Full

LEARNING COMM OF DOUGLAS SARPY COUNTY
Treasurer's Report - Purchase Journal
For the Period From Sep 1, 2020 to Sep 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
4842	8/12/20	HyVee Accounts Receivable	650381	Staff meeting/PU Farewell	220.00		
4842	9/17/20	HyVee Accounts Receivable	650381	Staff meeting/PU Farewell		220.00	Paid In Full
4843	9/10/20	InfiNet Solutions, Inc.	57093ISI	Switch	335.00		
4843	9/10/20	InfiNet Solutions, Inc.	57093ISI	InfiNet Solutions, Inc.		335.00	Paid In Full
4844	8/27/20	Jewish Family Service	08272020	Parenting Class	596.50		
4844	9/17/20	Jewish Family Service	08272020	Parenting Class		596.50	Paid In Full
4845	8/31/20	Konica Minolta Business Solutions	268096938	Admin copier maintenance	77.95		
4845	8/31/20	Konica Minolta Business Solutions	268097215	PU copier maintenance	23.89		
4845	9/17/20	Konica Minolta Business Solutions	268097215	Konica Minolta Business Solutions		101.84	Paid In Full
4846	9/1/20	Konica Minolta Premier Finance	69429620	Admin Copier Lease	214.23		
4846	9/1/20	Konica Minolta Premier Finance	69429620	PU Copier Lease	200.34		
4846	9/17/20	Konica Minolta Premier Finance	69429620	Konica Minolta Premier Finance		414.57	Paid In Full
4847	9/8/20	Lion's Gate Security Solutions	LCC091420	Security Services	144.00		
4847	9/8/20	Lion's Gate Security Solutions	LCC091420	Lion's Gate Security Solutions		144.00	Paid In Full
4848	9/8/20	Pay-LESS Office Products, Inc.	3204515-0	PU copy paper	75.98		
4848	9/8/20	Pay-LESS Office Products, Inc.	3204515-0	Pay-LESS Office Products, Inc.		75.98	Paid In Full
4849	8/31/20	Seim Johnson	8312020	Sage Software Assistance	480.00		
4849	9/17/20	Seim Johnson	8312020	Sage Software Assistance		480.00	Paid In Full
4844	9/22/20	Jewish Family Service	8272020	Void Check	-596.50		Voided

LEARNING COMM OF DOUGLAS SARPY COUNTY
Credit Card Report
September 2020

Filter Criteria includes: Re

Date	Trans No	Trans Desc	Withdrawal Amt	
8/3/20	CC82015	Sprint Corporation	236.80	Cell phone
8/6/20	CC82001	Amazon.com	108.04	Diapers/Formala/Wipes *
8/10/20	CC82002	Amazon.com	2,302.47	Diapers/Formala/Wipes *
8/13/20	CC82003	Microsoft Corporation	118.81	Microsoft software
8/14/20	CC82004	Amazon.com	736.16	Diapers/Formala/Wipes *
8/15/20	CC82005	Amazon.com	1,904.31	Diapers/Formala/Wipes *
8/17/20	CC82007	Amazon.com	4,380.02	Diapers/Formala/Wipes *
8/18/20	CC82006	Amazon.com	205.98	Supplies
8/18/20	CC82008	Amazon.com	84.68	Supplies
8/19/20	CC82009	Zoom Video Communication, Inc.	213.89	Zoom Fees
8/19/20	CC82010	Amazon.com	264.99	Diapers/Formala/Wipes *
8/21/20	CC82011	Stamps.com	100.00	Postage
8/21/20	CC82012	Stamps.com	17.99	Postage
8/21/20	CC82013	Amazon.com	710.40	Diapers/Formala/Wipes *
8/28/20	CC82014	Amazon.com	29.99	Tech Supplies
9/24/20		Security National Bank Payment	-11,414.53	

* Reimbursed by the Learning Community Foudation to the Learning Community of Dougas & Sarpy Counties

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Bradley Ekwerekwu, PhD

DATE: October 2020

JENSEN ♦ ROBERT ASSOCIATES, INC

Requested Action: Contract Renewal

Type of Contract: Fixed Cost

Terms: \$28,500.00 11/1/2020 – 10/31/2021
\$29,000.00 11/1/2021 – 10/31/2022

Background and Scope:

Performance Background:

Kent Rogert has served the interests of the Learning Community very well. He has maintained strong relationships with the Education Committee, the Appropriations Committee as well as the Speaker of the House. He is a well-respected member of the education lobby and is always accessible to the staff of the Learning Community.

Kent's work to help policy makers to better understand the Learning Community and the needs of students in poverty has been quite strong in every session. We understand that Kent holds himself to a high standard, which is evident in his consistent body of work.

Scope of Work:

- Provides professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect the Learning Community.
- Represents the positions on proposed legislation as adopted by the Learning Community Coordinating Council.
- Uses his best professional judgment when rendering advice to the Learning Community and when providing professional representation in the Nebraska Legislature on the Learning Community's behalf.
- Responds to reasonable reporting requests by the Learning Community regarding activities

Rationale for Renewal:

Mr. Rogert has established a record of success for his work on behalf of the Learning Community, as noted above. Key Legislators have provided positive feedback with regard to Mr. Rogert's effectiveness in his representation of the Learning Community and his integrity in doing so. Mr. Rogert has the full confidence of the Learning Community staff.

Recommended Terms:

The recommended term of the contract is for a fee of \$28,500.00 per period November 1, 2020 to October 31, 2021, and \$29,000.00 for period November 1, 2021 to October 31, 2022.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 15th day of October 2020, by and between **JENSEN ♦ ROBERT ASSOCIATES, INC**, 625 S 14th St, Lincoln, NE 68508, hereinafter called "CONSULTANT," and **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**, hereinafter called "CLIENT." CONSULTANT and CLIENT may be referred to as "Party" in the singular and as "Parties" in the plural.

WHEREAS, CLIENT desires the services of CONSULTANT in the area of legislative and governmental representation; and

WHEREAS, CONSULTANT desires to perform such services for CLIENT;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties do hereby agree as follows:

1. **TERM**: The primary term of this Contract shall commence as of November 1st, 2020, (the "effective date") and shall continue until October 31st, 2022. This contract supersedes the previous contract.
2. **SERVICES**: Commencing on the effective date, CONSULTANT agrees to provide professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect CLIENT. CONSULTANT shall use its best professional judgment when rendering advice to CLIENT and when providing professional representation in the Nebraska Legislature on CLIENT'S behalf. CONSULTANT expressly gives no guarantee regarding outcome of the issue or issues for which CONSULTANT'S services are herein contracted. CONSULTANT shall respond to reasonable reporting requests by the CLIENT regarding activities pursuant to this paragraph.
3. **COMPENSATION**: CLIENT shall pay CONSULTANT for services provided hereunder at the following rate: Twenty Eight Thousand Five Hundred Dollars (\$28,500.00) for period November 1, 2020 to October 31, 2021, payable in twelve equal monthly installments upon presentation of statement from CONSULTANT; Twenty Nine Thousand Dollars (\$29,000.00) for period November 1, 2021 to October 31, 2022, payable in twelve equal monthly installment upon presentation of statement from CONSULTANT. If contract is terminated for any reason, the balance of the unpaid annual total due is payable upon such termination.
4. **COMPENSATION FOR EXPENSES**: CLIENT shall pay CONSULTANT for necessary and actual out-of-pocket expenses incurred by CONSULTANT in the performance of services on behalf of CLIENT. Expenses incurred by the CONSULTANT over \$200/month must be approved by the CLIENT before any such reimbursement is made.

5. BILLING AND PAYMENT: CONSULTANT shall submit its statement to CLIENT no later than the fifth (5th) day of each month. The statement shall reflect the total amount due as compensation and any expenses incurred. For all expenses, CONSULTANT shall provide with the statement for each expenditure, the date, occasion, participants, and amount, and shall include copies of receipts or other documentation as required in the Internal Revenue Code. CLIENT shall pay CONSULTANT within ten (10) days of receipt of statement. Interest on all past due accounts shall accrue at the rate of one percent (1%) per month until the date of payment.

6. CONFLICT OF INTEREST: During the term of this contract, CONSULTANT shall not perform any services on behalf of any enterprise in direct competition with CLIENT without CLIENT'S knowledge and prior consent. The Parties recognize that CONSULTANT is engaged in the profession of lobbying for a number of clients. From time to time, an issue of legislative concern may affect more than one of CONSULTANT'S clients. The Parties further recognize that the interests of CLIENT and other clients may not be compatible. Because of the time constraints inherent in any legislative session, the Parties also recognize that CONSULTANT may from time to time prorate time spent lobbying on behalf of CONSULTANT'S clients. Any conflicts of interest which arise with respect to any legislative issue as described herein shall be resolved in the following manner: (1) When the conflict involves a specific issue or legislative bill, the conflict will be resolved in favor of the client which has retained the lobbying services of CONSULTANT for the longest period of time. (2) When the conflict involves prioritization of time spent on any legislative issue or bill, the conflict will be resolved in favor of the client paying CONSULTANT the higher fee for services.

7. OWNERSHIP OF MATERIALS: The Parties recognize that CLIENT may make certain privileged or proprietary information available to CONSULTANT to assist in CONSULTANT'S preparation and understanding relative to CLIENT'S issues. CONSULTANT may prepare materials using information provided by CLIENT. All material and information developed by CONSULTANT pursuant to this Contract shall be and remain the exclusive property of CONSULTANT. Any materials, documents, or miscellaneous written information that CLIENT has made available to CONSULTANT in preparation for CONSULTANT'S representation of CLIENT shall be and remain the property of CLIENT. At CLIENT'S request, CONSULTANT shall return or destroy any such materials that are privileged or proprietary in nature.

8. WAIVER: The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of the waiving Party thereafter to enforce the same. The waiver by either Party of any breach of a provision of the Contract shall not be held to be a waiver of any succeeding breach of such provision.

9. INDEMNIFICATION: Each Party hereby indemnifies and agrees to save the other Party, its officers, directors and employees harmless from and against all claims, suits, demands, damages, losses, costs and expenses brought by any person, firm or corporation for injuries to or the death of any person, or damage to or loss of property alleged to have arisen out of or in connection with either Party's performance hereunder.

10. CLIENT contact person(s): For representation purposes, client decision points, and direction of actions made and represented by the CONSULTANT on behalf of the CLIENT, the CONSULTANT will take direction from a majority position of the following 3 positions of the Learning Community of Douglas and Sarpy Counties: Chairperson of the Legislation and Policy Subcommittee, the Chairperson of the Coordinating Council, and Chief Executive Officer.

11. INDEPENDENT CONTRACTOR: The Parties hereto agree that the services rendered by CONSULTANT in the fulfillment of the terms and obligations of the Contract shall be as an Independent Contractor and not as an employee, and CONSULTANT is not entitled to the benefits provided by CLIENT to its employees including, but not limited to, group insurance and pension plan. Nor is CONSULTANT an agent, partner, or joint venturer of CLIENT.

12. NEBRASKA ACCOUNTABILITY AND DISCLOSURE ACT: CLIENT and CONSULTANT both shall abide by all applicable Federal and State laws, in particular Sections 49-1480 to 49-1492 of the Nebraska Accountability and Disclosure Act.

13. NOTICES: All notices required or permitted by the terms of this Contract shall be sent by regular United States mail, postage prepaid to the following addresses:

CONSULTANT: Jensen ♦ Rogert Associates
625 S 14th St, Suite A
Lincoln, NE 68508

CLIENT: Learning Community of Douglas and Sarpy Counties
Attn: Chief Executive Officer
1612 North 24th St.
Omaha, NE 68110

14. ENTIRETY: This Contract contains the entire agreement between the Parties and there are no oral promises, agreements, or warranties affecting it.

15. COUNTERPART: This Contract may be executed in two (2) or more counterparts, each of which shall be an original but all of which together shall constitute one and the same Contract.

16. ZERO OVERLAP ACKNOWLEDGEMENTS: Both parties acknowledge that the execution of this contract by both parties voids/ends the previous agreement dated October 31, 2020.

ACCORDINGLY, the Parties have duly executed this Contract effective as of the date first here in above set forth.

CONSULTANT:
KENT ROBERT, President
Jensen Rogert Associates, Inc.

CLIENT:
LEARNING COMMUNITY OF DOUGLAS AND
SARPY COUNTIES
Bradley Ekwerekwu, CEO

By: _____

By: _____

Title: _____

Title: _____